

STATE OF SOUTH DAKOTA
DEPARTMENT OF HEALTH
DIABETES PREVENTION & CONTROL PROGRAM
615 E FOURTH STREET
PIERRE, SOUTH DAKOTA 57501

DIABETES EDUCATION COORDINATION
PROPOSALS WILL BE OPENED FEBRUARY 27, 2006

RFP #: 06-0904006-008 CONTACT: Colette Beshara PHONE: (605) 773-7046

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

FEDERAL TAX ID#: _____ E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

This RFP solicits proposals to coordinate the Diabetes Education Recognition Program (DERP) and professional and consumer education for the SD Department of Health, Office of Health Promotion, Diabetes Prevention & Control Program (DPCP). The DERP “recognizes” diabetes self-management education programs in South Dakota that meet criteria based on the National Standards for Diabetes Self-Management Education Programs (*Diabetes Care*, May 2000). DERP recognition allows reimbursement of diabetes education from SD Medicaid and third-party insurance companies.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The South Dakota Department of Health, Diabetes Prevention & Control Program is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Division of Health and Medical Services, Office of Health Promotion. The reference number for the transaction is RFP # 06-0904006-008. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	January 20, 2006
Deadline for Submission of Written Inquiries	February 3, 2006
Responses to Contractor Questions	February 10, 2006
Proposal Submission Postmark Deadline	February 24, 2006
Anticipated Award Decision/Contract Negotiation	March 3, 2006

1.4 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the South Dakota Department of Health, Office of Health Promotion, Diabetes Prevention & Control Program, by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

An original and 2 identical copies of the proposal shall be submitted.

All proposals must be signed, in ink, by an officer of the responder, legally authorized to bind the responder to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope must be marked with the appropriate RFP Number and Title. The words “Sealed Proposal Enclosed” must be prominently denoted on the outside of the shipping container. **Proposals must be addressed and labeled as follows:**

**REQUEST FOR PROPOSAL #06-0904006-008
OPENING DATE FEBRUARY 27, 2006
COLETTE BESHARA, COORDINATOR
DIABETES PREVENTION & CONTROL PROGRAM
615 E FOURTH STREET
PIERRE SD 57501**

All capital letters and no punctuation are used in the address. The Department of Health address as displayed should be the only information in the address field.

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the Director of Procurement Management.

1.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the contractor is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.6 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the contractor certifies they do not discriminate in their employment practices and/or in providing services with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability, as prohibited by state or federal law.

1.7 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the contractor prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.8 CONTRACTOR INQUIRIES

Contractors may make written or email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Email inquiries must be sent to Colette Beshara at Colette.beshara@state.sd.us with the subject line "RFP #06-0904006-008". Inquires may also be faxed to (605) 773-5509. If inquiries are submitted by mail, the envelope should be addressed to: Diabetes Prevention & Control Program, 615 E 4th Street, Pierre, SD 57501. Be sure to reference the RFP number in your letter.

The Department of Health prefers to respond to contractor's inquiries (if required) via e-mail. If a contractor does not indicate an email address, the State's response will be sent via fax. If no fax number is provided, the State will mail the response to the contractor. All contractors registered on the Public Buy Link will be able to access the questions and answers on that site after 5:00 pm on the date listed in the Schedule of Activities Section under Responses to Contractor questions. If you are not registered with the Public Buy Link and would like a copy of the questions and answers, you must supply the Department of Health with your email address or fax number. Contractors that do not supply the Department of Health with an email address or fax number will need to contact the Department to have a copy of the questions and answered mailed to them. Contractors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Contractors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.9 PROPRIETARY INFORMATION

The proposal of the successful contractor becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Contractors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.10 LENGTH OF CONTRACT

March 3, 2006 through May 31, 2006 with an option to renew the contract annually for up to 3 additional years.

1.11 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota. The laws of South Dakota shall govern this transaction.

1.12 DISCUSSIONS WITH CONTRACTORS (NEGOTIATIONS)

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

- 2.1 The Contractor will perform those services described in the Work Plan, which will be attached to the contract as Exhibit A and incorporated by reference. The Contractor's response to this RFP shall be considered part of the Work Plan.
- 2.2 The services to be provided under the contract shall commence and terminate on mutually agreed upon dates. Terms for early termination shall be included in the contract as negotiated by the parties.
- 2.3 The terms of the contract shall state whether or not the Contractor will use State equipment, supplies or facilities. If the Contractor will use State equipment, supplies or facilities, the scope and conditions of such use will be clearly indicated in the contract.
- 2.4 Unless otherwise negotiated and agreed upon by the parties, The State will make payment in compliance with the Prompt Payment Act, SDCL 5-26 for services provided under the contract.

- 2.5 The contract shall indicate whether or not the State shall have the option to renew the contract. If a renewal option is specified, the State shall have the option to renew the contract (unless otherwise modified by a special contract term, condition, or specification), under the same terms and conditions, for one (1) year intervals. Notice of intent to renew shall be given by the State to the Contractor as mutually agreed upon prior to the end of the current contract term. If the notice of intent to renew is given, the Contract shall renew unless terminated by either party pursuant to the Termination Provision of the Contract.
- 2.6 The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents and employees.
- 2.7 The Contractor, at all times during the term of the Contract, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:
- A. Automobile Liability Insurance:
- Consultant shall maintain automobile liability insurance or equivalent form with a limit of not less than \$500,000 each accident. Such insurance shall include coverage for owned hired and non-owned vehicles.
- B. Professional Liability Insurance:
- Consultant shall maintain professional liability insurance with a limit of not less than \$1,000,000 each incident.
- C. Certificates of Insurance:
- Before beginning work under the Contract, the Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the State. The Contractor shall furnish copies of insurance policies if requested by the State.
- 2.8 While performing services under contract with the State, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
- 2.9 Contractor agrees to report to the State any event encountered in the course of performance of this Contract which results in injury, or death, to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.
- Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirement of any applicable law.

- 2.10 **Termination Provision:** The Contract may be terminated by either party by providing written notice as mutually agreed and specified in the Contract. In the event the Contractor breaches any of the terms or conditions of the Contract, the Contract may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party a contract to complete the work under the Contract. If after the State termination for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.
- 2.11 The Contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for the intended purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Contract will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
- 2.12 The Contract may not be assigned without the express prior written consent of the State. This Contract may not be amended except in writing, which writing shall be expressly identified as a part thereof, and be signed by an authorized representative of each of the parties thereto.
- 2.13 The Contract shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting the Contract shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.14 The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to the Contract, and will be solely responsible for obtaining current information on such requirements.
- 2.15 In the event that any court of competent jurisdiction shall hold any provision of the Contract unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision thereof.
- 2.16 All other prior discussions, communications and representations concerning the subject matter of the Contract are superseded by the terms of the Contract, and except as specifically provided therein, the Contract constitutes the entire contract with respect to the subject matter thereof.
- 2.17 Any notice or other communication required under the Contract shall be in writing and sent to the appropriate address and individuals indicated in the Contract, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.18 The Contractor may not use subcontractors to perform the services described in the Contract without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of the Contract, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with the Contract. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

3.0 SCOPE OF WORK

- 3.1 The contractor will coordinate the Diabetes Education Recognition Program components including:
- Site visits to each currently-recognized DERP site. Current sites are listed at <http://diabetes.sd.gov/edprg.htm>.
 - Review Annual and Data Reports from each currently-recognized DERP site for adherence to program mandates and data reporting with consultation to sites as necessary. Annual report requirements can be viewed at <http://diabetes.sd.gov/Documents/SDDERPApp.pdf>.
 - Review new DERP applications, with phone consultation to applying sites as necessary; on-site visits; preparation of a final report based on information garnered from the application, discussions with site staff, and the site visit. DERP standards and criteria can be viewed at <http://diabetes.sd.gov/Documents/SDDERPApp.pdf>. It is anticipated 2 sites will make application each year.
 - Provide phone/email-facilitated technical assistance to facilities seeking recognition from the SD Diabetes Prevention & Control Program, American Diabetes Association and Indian Health Service. It is anticipated technical assistance would be provided to 5 facilities each year.
- 3.2 Develop, implement, collaborate and evaluate statewide public education initiatives that increase public awareness about diabetes and assist those living with diabetes.
- 3.3 Participate in quarterly meetings of the South Dakota Diabetes Advisory Council. 3 meetings will be teleconference or Digital Dakota Network (DDN)-facilitated and one will be in-person (usually in Chamberlain).
- 3.4 Duties listed in 3.1-3.3 necessitate a SD-licensed Registered Nurse or Registered Dietitian. The duties below can be coordinated by a non-licensed person in consultation with DPCP staff.
- 3.5 Coordinate a yearly statewide professional education conference. This includes determination of target audience, presenters and facility; agenda development; brochure development; site coordination; securing and payment of travel arrangements for presenters; event promotion; preparation of applications for continuing education; coordination of training materials; receipt of participant registrations; participant database maintenance; on-site management and payment of conference expenses for a conference that will train approximately 100 healthcare professionals on current diabetes treatment and education modalities.
- 3.6 In-state and out-of-state travel will be required:
- As mentioned in 3.1, site visits to recognized and applying DERP sites.
 - In-state travel as necessary to coordinate professional education conferences.
 - Attendance at the annual conference of the Mount Rushmore Chapter of Diabetes Educators in Sioux Falls.
 - Attendance at quarterly meetings with DPCP staff in Pierre.
 - Attendance at the annual face-to-face meeting of the South Dakota Diabetes Advisory Council (usually in Chamberlain).
 - Through this contract, the contractor will be funded for travel to the International Diabetes Center in Minnesota or the American Association of Diabetes Educators annual conference or other State-approved training.
- 3.7 The contractor will provide the Diabetes Prevention & Control Program with programmatic and expenditure reports on a monthly basis at a minimum. The contractor will submit a monthly invoice for services and expenses. Payment will be made upon receipt of required monthly reports and invoice form.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1 The contractor will provide the Diabetes Prevention & Control Program with background and licensing information for licensed and other key personnel.
- 4.2 The contractor is cautioned that it is the contractor's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The contractor's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.3 **Contractor's Contacts:** Contractors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the contact person indicated on the first page of this RFP. Contractors and their agents may not contact any state employee other than the contact person regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Contractors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.4 The contractor may be requested to submit a copy of their most recent audited financial statements.
- 4.5 The contractor may be asked to provide the following information related to at least three previous and current service/contracts, performed by the contractor's organization, which are similar to the requirements of this RFP including any service/contract that has been terminated, expired or not renewed in the past three years.
 - A. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - B. Dates of the service/contract; and
 - C. A brief, written description of the specific prior services performed and requirements thereof.

5.0 PROPOSAL RESPONSE FORMAT

- 5.1 An original and 2 copies shall be submitted.
- A. In addition, the contractor should provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format. Contractors may not send the electronically formatted copy of their proposal via email.
 - B. The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.
- 5.2 All proposals must be organized and tabbed with labels for the following headings:
- A. **RFP Form.** The State's Request for Proposal form completed and signed.
 - B. **Executive Summary.** The one or two page executive summary is to briefly describe the contractor's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the contractor. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
 - C. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - a. A complete narrative of the contractor's assessment of the work to be performed, the contractor's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the contractor's understanding of the desired overall performance expectations.
 - b. A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.
 - c. A clear description of any options or alternatives proposed.
 - D. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Contractors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered. The length of the contract will be March 3, 2006 through May 31, 2006 with an option to renew the contract annually for up to 3 additional years. If the contractor expects increases in subsequent years, increases must be clearly identified for each year.

See section 7.0 for more information related to the cost proposal.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

- 6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:
 - A. Cost
 - B. Experience and Reliability
 - C. Expertise of Personnel
 - D. Method of Performance
- 6.2 Experience and reliability of the contractor's organization are considered subjectively in the evaluation process. Therefore, the contractor is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 6.3 The qualifications of the personnel proposed by the contractor to perform the requirements of this RFP, whether from the contractor's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the contractor should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 6.4 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.

7.0 COST PROPOSAL

- 7.1 The budget should relate directly to the program methodology and work plan identified in Scope of Work.
- 7.2 The cost proposal must describe the following items for which the contractor will expect reimbursement:
- A. Personnel-Include including hourly wage
 - B. Travel-Travel will be reimbursed in accordance with State of SD travel and per diem rates and according to rates relative to the mode of travel.
 - Mileage. Specifics of mileage reimbursement are at <http://legis.state.sd.us/rules/DisplayRule.aspx?Rule=05:01:02:01>.
 - In-State per diem meals and lodging. Specifics of the In-State meal allowance is point 2 at <http://legis.state.sd.us/rules/DisplayRule.aspx?Rule=05:01:02:14>.
 - If contract DERP coordinator is not a Certified Diabetes Educator, plan travel to include attendance at *Team Management of Diabetes* at the International Diabetes Center
 - Out-of-State per diem meals and lodging. Specifics of Out-of-State meal and lodging allowances are at <http://legis.state.sd.us/rules/DisplayRule.aspx?Rule=05:01:02:11>.
 - Travel to and from the International Diabetes Center and course registration
 - C. Supplies (office supplies, postage, printing, etc.) Large printing jobs will be done thru the State system and need not be included here.
 - D. Contractual/Operating (phone, rent for office space, etc.)
- 7.3 As stated above in Length of Contract, the length of the contract will be March 3, 2006 through May 31, 2006 with an option to renew the contract annually for up to 3 additional years
- 7.4 If the contractor expects increases in subsequent years, increases must be clearly identified for each year. A cost proposal for a contract for June 1, 2006 through May 31, 2007 must describe the following items for which the contractor will expect reimbursement:
- A. Personnel-Include including hourly wage
 - B. Travel-Travel will be reimbursed in accordance with State of SD travel and per diem rates and according to rates relative to the mode of travel.
 - Mileage. Specifics of mileage reimbursement are at <http://legis.state.sd.us/rules/DisplayRule.aspx?Rule=05:01:02:01>.
 - In-State per diem meals and lodging. Specifics of the In-State meal allowance is point 2 at <http://legis.state.sd.us/rules/DisplayRule.aspx?Rule=05:01:02:14>.
 - Plan travel to include attendance at the American Association of Diabetes Educators 2006 Annual Meeting and Exhibition in Los Angeles, California, August 9 - 12, 2006.
 - Out-of-State per diem meals and lodging. Specifics of Out-of-State meal and lodging allowances are at <http://legis.state.sd.us/rules/DisplayRule.aspx?Rule=05:01:02:11>.
 - C. Supplies (office supplies, postage, printing, etc.) All expenses anticipated for the yearly statewide professional education conference will be included in the contract and need not be calculated here. Large printing jobs will be done thru the State system and need not be included here.
 - D. Contractual/Operating (phone, rent for office space, etc.)